

# **Memorandum of Understanding**

between

**County of San Mateo**

and

**BUILDING & CONSTRUCTION  
TRADES COUNCIL  
(BCTC)**

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**November 1, 2009 – November 2, 2013**

**MEMORANDUM OF UNDERSTANDING  
BUILDING & CONSTRUCTION TRADES COUNCIL**

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# MEMORANDUM OF UNDERSTANDING

The Building and Construction Trades Council of San Mateo County, and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510), has been jointly prepared by the parties and shall be presented by the Union to the employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing November 1, 2009 and ending November 2, 2013.

## **Section 1. Recognition**

The Building and Construction Trades Council of San Mateo County, hereinafter referred to as the "Union," is the recognized employee organization for the Building and Road Construction Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

## **Section 2. Union Security**

### 2.1 Dues Deduction

The Union may have members' dues deducted from employees' paychecks under procedures prescribed by the County Controller. Dues deduction shall be made only upon the employee's signed authorization on a form furnished by the County, and shall continue until: (1) such authorization is revoked in writing by the employee; or (2) the transfer of the employee to a unit represented by another employee organization. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit.

### 2.2 Maintenance of Membership

All employees tendering dues through deductions from their County paycheck and all employees who become members and tender dues through deductions shall continue to pay dues for the duration of this and each subsequent MOU. For a period of one hundred and ten to ninety days prior to the expiration of this and any subsequent MOU, employees who are members shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated during that period of time in writing to the Controller by certified mail and must be postmarked during the one hundred and ten to ninety day period. An employee who is subsequently employed in a position outside of the unit shall not be required to continue dues deduction. The Union shall hold the County of San Mateo and its officers and employees, including but not limited to the Controller, harmless for following the instructions contained in such dues

deduction authorizations. The County shall deliver revocations of membership to the Union on a biweekly basis and include verification that receipt was by registered mail.

### 2.3 Agency Shop

- A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the unit for which this section is applicable regardless of whether they are members of the Union.
- B. All employees in the unit shall as a condition of employment either:
  - 1. Become and remain a member of the Union; or
  - 2. Pay the Union an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union), which shall be less than the monthly dues made during the duration of this MOU, it being understood that it is the sole responsibility of the Union to determine an agency fee which meets these criteria; or
  - 3. Do both of the following:
    - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. Pay a sum equal to the agency shop fee described above to one of the negotiated non-religious, non-labor, charitable funds that is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code.
- C. The Union shall provide the County with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. The Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by this MOU as provided in Sections G below, and annually thereafter, and as a condition to any percentage change in the agency fee.
- D. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
- E. The provisions of Section B shall not apply during periods when employees separate from the representation unit but shall be reinstated upon their

return to the unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than twenty-eight days.

F. Annually, the Union shall provide Employee Relations with copies of the financial report filed with the California Public Employee Relations Board or the United States Department of Labor (Form LM-2), to be made available to unit employees. Failure to file the report within sixty days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

G. Compliance

1. The Union shall provide all employees hired into positions covered by this MOU an "Employee Authorization for Payroll Deduction" card.

2. If the form authorizing payroll deduction is not returned to the County Controller within thirty (30) calendar days after notice of this agency shop fee provision and the union's "Hudson Procedure," and the Union dues, agency shop fee, or charitable contribution required under Section B are not received, and the employee has not timely invoked the Union's "Hudson Procedure," or if invoked, the employee's "Hudson Procedure" rights have been exhausted, the County will automatically make deductions for the established agency shop fee.

H. The Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs.

I. Should employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.1 shall apply to dues-paying members of the Union.

2.4 Communications with Employees

The Union shall be allowed by departments in which it represents employees to use available bulletin board space for communications involving official Union business, such as times and places of meetings, provided such use does not interfere with department needs. The Union may distribute materials to unit employees through County mail channels if approved by Employee Relations. This privilege may be revoked if abused after Employee Relations consults with Union representatives. Union representatives shall give notice to the department head or his/her designated representative at least twenty-four hours in advance when contacting departmental employees during the duty period of the

employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Union and the Department Head and when made shall continue until revoked.

2.5 Use of County Buildings

County buildings and other facilities may be made available to County employees or the Union or its representatives in accordance with such administrative procedures as may be established by the County Manager or department heads.

2.6 Advance Notice

Except in cases of emergency as provided below the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

2.7 The County shall notify any person hired into classifications represented by the Union that the Union is their recognized employee organization and present them with a copy of the current MOU and an approved information packet supplied by the Union. The County will provide the new employee orientation list to the Union each month including each employee's name, class, and organization number. The Union shall be allowed 20 minutes at the end of each new employee orientation session to speak with workers represented by the Union and one steward may be granted release time for this purpose.

2.8 The County shall supply the Union at no cost a monthly report of the names and classes of all employees represented by the Union, indicating whether Union dues are being withheld from their pay checks as of the date the roster was prepared, the names added to or deleted from the previous lists, and whether each such change in status was due to leave of absence, termination or withdrawal from the Union.

2.9 The County shall notify the Union of employees who are on leave of absence status in excess of 28 days.

### **Section 3. Union Stewards and Official Representatives**

3.1 Attendance at Meetings

County employees who are Union representatives shall be given reasonable time off with pay to attend meetings with management, or to be present at hearings where matters within the scope of representation are being considered. Use of time shall be reasonable and shall not interfere with the performance of County services. Representatives shall submit written requests to their department head copying Employee Relations two working days in advance whenever possible. Except by agreement of department heads and Employee Relations the number of employees excused shall not exceed three at any one time. Any disapproval of such a request shall be subject to appeal to the County Manager.

### 3.2 Handling of Grievances

The Union shall designate a reasonable number of Stewards and alternates to assist in resolving grievances. Supervisors may relieve Stewards from assigned work duties to investigate and process grievances. Requests for release time shall not be denied unreasonably. Stewards shall promptly report to the Union grievances which cannot be adjusted on the job. Supervisors shall not represent non-supervisors in grievances where a conflict of interest might result. Neither Stewards nor the Union shall order any changes, and no change shall be made except with the department head's consent.

Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Steward present if he/she so requests. It is not the intention of this provision to allow the presence of a Steward during the initial discussion(s) of an employee's performance evaluation.

## **Section 4. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, age, sex, sexual orientation or legitimate employee organization activities against any employee or applicant for employment by the Union, the County or anyone employed by the County; and to the extent prohibited by applicable state and federal law there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

## **Section 5. Salaries**

5.1 The salary ranges for all employees in the BCTC representation unit are as set forth in the attached Exhibits. These Exhibits represent the standard biweekly rate of pay for full-time employment unless the schedule specifically indicates otherwise and represent the total compensation due employees, except overtime and benefits specifically provided by the Board of Supervisors or by this MOU. The rates do not include reimbursement for actual and necessary expenses for traveling,



subsistence and general expenses authorized and incurred incident to County employment.

Exhibit salaries are calculated at the E-Step.

5.2 Entrance Salary - Except as herein otherwise provided the entrance salary for new employees entering County service shall be the minimum salary for the class to which appointed. When warranted, the Human Resources Department Director may upon the department head's recommendation approve an entrance salary above the minimum salary. The Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors.

5.3 Salary Step Increases - Permanent and probationary employees in regular established positions shall be considered by the appointing authority on their salary anniversary date for advancement to the next higher step as follows. All increases shall be effective at the beginning of the next full pay period.

Hours of Service Necessary for Step Increases

- (1) After completing 1040 regular hours of satisfactory service in Step A, and with the appointing authority's recommendation, employees shall be advanced to the next higher step in the salary schedule. If an employee is appointed at a step higher than the first step of the range for the class, the first merit increase shall be after completing 2080 regular hours of satisfactory service.
- (2) After completing 2080 regular hours of satisfactory service in each step above A, and with the appointing authority's recommendation, employees shall be advanced to the next higher step until the top step is reached.
- (3) If an employee completes the 1040 or 2080 hours in the middle of a pay period, the employee shall be eligible for an increase as follows:
  - if the merit increase period is completed during the first week of a pay period the increase will be effective at the start of the current pay period.
  - if the merit increase period is completed during the second week of a pay period the increase will be effective at the start of the next pay period.
- (4) If a department verifies that an administrative or clerical error was made in failing to submit documents needed to advance employees to the next salary step on the first pay period when eligible, said advancement shall be

made retroactive to the first pay period when eligible. This section applies to fully flexibly staffed promotions in which case advancement shall be retroactive to the first pay period when approved by the appointing authority.

Special Merit Increases - When recommended by the appointing authority and approved by the Human Resources Department Director, employees may receive special merit increases at intervals other than those specified in this Section. The Director's decision shall be final. Changes in an employee's salary because of promotion, upward reclass, postponement of salary step increase, or special merit increase will set a new salary advancement hours balance for that employee.

Salary Step if Rejected During Probation - Employees rejected during the probationary period who revert to their former class shall return to the salary advancement hours balance held in the former class unless otherwise determined by the Human Resources Department Director. The salary advancement hours balance shall not be affected by transfer, downward reclass or demotion.

General Salary Range Adjustments - Salary range adjustments for a class will not set a new salary advancement hours balance for employees serving in that class.

#### Prior Service Credits

- (1) A permanent employee accepting provisional employment in a different class in the Classified Service who reverts to the former class shall retain the salary advancement hours balance in the former class on the same basis as if there had been no such provisional appointment.
- (2) When recommended by the appointing authority and approved by Human Resources Department, provisional, temporary and extra help employees shall be advanced to the next higher step upon satisfactory completion of the periods of service prescribed herein. Continuous provisional, temporary or extra help service shall be added to service in a regular established position to determine salary anniversary date, eligibility for salary increases, vacation and sick leave accrual. However, such service may not be added if it preceded a period of over twenty-eight consecutive calendar days when the employee was not in a pay status, except when the employee is absent due to injury or disease covered by Workers' Compensation benefits.

5.4 Salary Step When Salary Range is Revised - If the salary range for a class is revised, incumbents in positions to which the revised schedule applies shall remain at the same step as in the previous range unless otherwise provided by the Board.

- 5.5 Salary Step After Promotion - If an employee is promoted to a higher classification and at the time of promotion is receiving a base salary equal to or greater than the minimum rate for the higher class, the employee shall be entitled to the next step of the higher class at least one step above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class.
- 5.6 Salary Step After Demotion - If employees demote, voluntarily or otherwise, their compensation shall be adjusted to the salary for the class to which demoted. The rate of pay within the range shall be determined by the Human Resources Department, whose decision shall be final; provided that the Board may set a rate of pay higher than the maximum step, and designate such rate as "Y" rate (Section 5.8), and also provided that employees demoted through abolition of position shall be placed at the salary step in the lower class which most closely approximates (but does not exceed) their salary in the higher class. Employees voluntarily demoting to a class previously held shall be placed at the same step last held in that class and their service time at such step shall be the same as the service time held at such step previously. To further movement to higher-level careers, employees who voluntarily demote to a class in a higher series (e.g., clerical to Eligibility Worker I) shall be placed at the step in the new salary range most closely approximating their salary in the prior class.
- 5.7 Reclassification of Position - Employees reclassified downward shall have the right to either: (1) transfer to a vacant position in the present class in the same or another department (if the head of the department into which the transfer is proposed agrees); or (2) continue in the same position in the lower class at a "Y" rate when the incumbent's pay is higher than the maximum step of the range for the lower class.
- 5.8 "Y" Rate Process Upon Reclassification - Employees reclassified downward shall continue in the present salary range with cost of living adjustments for two years, at which point their salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. These "Y" rate provisions shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.
- 5.9 Salary Step Defined - For purposes of salary administration in this contract a step is defined as 5.74%.

## **Section 6. Days and Hours of Work**

The standard work week for full-time employees consists of forty hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with regard for public convenience and State and County laws. Part-time employees shall work such hours and schedules as the Board and the appointing authority shall prescribe.

## **Section 7. Overtime**

- 7.1 Authorization - All overtime must be authorized by the department head prior to being worked. If prior authorization is not feasible due to an emergency, a confirming authorization must be made on the next regular work day. Overtime worked must be in the job class in which the person is regularly employed.
- 7.2 Definition - Except as otherwise provided by Charter, any authorized time worked in excess of the full-time biweekly work schedule shall be considered overtime compensable at the rate of one and one-half times the overtime worked, by monetary payment or compensatory time off. Employees shall be paid at the overtime rate after working forty hours during their normal work week (a fixed and regularly recurring period of seven consecutive twenty-four hour periods). Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for employees covered by the Fair Labor Standards Act (FLSA). In determining overtime compensation eligibility any absence with pay shall be considered time worked. Effective January 1, 2007, for purposes of determining eligibility for overtime compensation, paid sick leave shall no longer be considered as time worked. The smallest increment of time that may be credited as overtime is six minutes. Portions of six minutes worked at different times shall not be added together to credit overtime. Overtime shall be calculated from the employee's base pay only unless monetary payment at a different rate is proscribed for employees covered by the FLSA.
- 7.3 Work Groups - The Human Resources Department Director shall allocate all job classes to the following work groups for purposes of determining overtime compensation as set forth below. The Director's decision shall be final. All employees covered by the Fair Labor Standards Act shall be in Work Group 1.

Work Group 1 employees may be compensated for overtime worked by monetary payment or comp time off at the employee's option. Comp time which accrues in excess of eighty hours must be liquidated by monetary payment. Monetary payment for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.

Work Group 5 employees are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by comp time off at the option of the employee. Comp time which accrues in excess of 80 hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classes to work groups, any employee covered by the Fair Labor Standards Act shall be compensated in accordance with the Act. Should the County, through some future Federal ruling, be

exempted from the Act, the County shall then revert to the base rate for the computation of overtime.

7.4 Call Back

Employees not in an on-call status who are required to report back to work during off-duty hours shall be compensated for a minimum of three hours of overtime.

7.5 Compensatory Time Off

When authorizing comp time off department heads shall consider when employees wish to utilize the comp time. Department heads' decisions shall be final. The smallest increment of comp time which may be taken off is six minutes.

**Section 8. Shift Differential**

8.1 (1) For this Section, shift differential is defined as a pay rate that is 8% above the employee's base pay.

(2) Notwithstanding paragraph (1) above, the monthly shift differential pay for full-time employees shall be at least Thirty-five Dollars above the employee's base pay, to be prorated for part-time employees.

8.2 Employees working a daily shift of 8 hours or more which starts between 2:00 p.m. and 3:00 a.m. shall be paid shift differential for all hours worked during such shift.

8.3 A split shift is defined as a normal daily shift which is worked over a span of more than nine and one-half consecutive hours. Employees required by proper authority to work a split shift shall be paid One Dollar (\$1.00) for each such split shift worked in addition to all other compensation.

**Section 9. On-Call Duty**

When warranted and in the interest of the County, department heads may assign employees to "on call" status. Compensation for "on call" duty shall be computed as follows:

Employees shall be paid Four Dollars and Forty Cents (\$4.40) per hour for time in which they are required to be in an on call status. Employees required to report to work during off-duty hours when in an on-call status shall not receive "on-call" pay while receiving overtime pay.

Employees in an On-Call status (except Sewer Crew) required to report back shall be compensated for a minimum of two hours for the first call back of a shift. Subsequent call backs shall be paid for actual time worked. Sewer Crew employees in an On-Call status required to report back shall be compensated for

a minimum of one hour for the first call back of a shift. Subsequent call backs shall be paid for actual time worked.

## **Section 10. Bilingual Pay**

A salary differential of \$50.00 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and the Human Resources Department Director. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. The Union shall be provided listings of employees receiving bilingual pay twice a year.

- 10.1 Hiring and Selection: The County will continue to recruit and hire employees based on a specific need for bilingual skills.
- 10.2 Testing: All employees hired for positions requiring bilingual skills will be tested for bilingual proficiency. Employee requests for bilingual testing will be referred to the Human Resources Department Director's designee whose decision shall be final.
- 10.3 Continued Use of Bilingual Language Skill: Employees hired to fill bilingual pay positions may be required to remain in bilingual positions. Nothing herein precludes any of the above specified employees from promoting to higher classes.
- 10.4 Transfers: Transfers of employees occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of this MOU. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.
- 10.5 Review: Management shall periodically review the number and location of bilingual pay positions. If the number of filled positions in a division or location are to be reduced employees will be given reasonable notice prior to losing bilingual pay.
- 10.6 Administration: Administration of bilingual pay will be the overall responsibility of the Human Resources Department. Any disputes over interpretation or application shall be referred to the Director whose decision is final.

## **Section 11. Mileage Reimbursement Policy**

- 11.1 General - Except as indicated below, the County does not reimburse employees for home to work or work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Human Resources Department Director whose decision shall be final. As soon as practicable after notification is received from the IRS of a change in its

allowable mileage rate, the County shall change its rate to coincide with that set by the IRS.

11.2 Definition of Regular Work Location - The County facility(ies) or designated area(s) within the County where an employee reports when commencing his/her regularly assigned functions.

Any County facility(ies) or designated area(s) to which an employee is assigned for a period in excess of twenty consecutive work days shall ordinarily be considered a regular work location not subject to employee mileage reimbursement. Temporary assignments which extend beyond twenty days may be considered for an extension not to exceed a total of twenty additional work days. Approval authority for extensions rests with the Human Resources Department Director whose decision shall be final.

An employee is entitled to mileage reimbursement under the following conditions:

After arriving at the regular work location, any subsequent work related travel in the employee's own vehicle is eligible for mileage reimbursement.

Employees using their own vehicle to travel to and from any required training program or conference are entitled to reimbursement for all miles traveled unless they are leaving directly from their residence, in which case the total shall be less the normal mileage to or from the regular work site. Employees using their own vehicle for travel to and from any optional work related training program or conference may, with department head approval, be eligible for mileage reimbursement up to the limits specified above.

Employees required to travel from their residence to a location other than their regular work location shall be entitled to mileage reimbursement for all miles traveled less normal mileage to or from the regular work location. For example: an employee resides in Burlingame with a regular work location in San Mateo. Distance from home to work is 8 miles. Due to an early meeting, the employee must travel 21 miles from home to Redwood City. Based on the above rule, the employee is entitled to 13 miles of reimbursement. This is arrived at by subtracting 8 miles (normal home to work mileage) from 21 miles (home to Redwood City).

Employees required to engage in work-related travel at the end of the work day shall be entitled to mileage reimbursement for all miles traveled less normal mileage from the regular work location to their residence. For example: An employee resides in Palo Alto with a regular work location in Redwood City - 13 miles from home to work. The employee has a meeting in Hayward (31 miles) which ends at 5:00 p.m. with the employee going directly home (31 miles). Per the above rule, the employee is entitled to

18 miles reimbursement. This is arrived at by subtracting 13 miles (home to work mileage) from 31 miles (Hayward to home).

- 11.3 Any exceptions to the above policy may be considered on a case by case basis by the Human Resources Department Director, whose decision shall be final.

## **Section 12. Tuition Reimbursement**

Employees may be reimbursed for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content is closely related to present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Department Director with the County Manager's concurrence. There must be a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above described criteria. The employee must both begin and successfully complete the course while employed by the County.

Employees must apply on the prescribed form to their department head with all information needed to evaluate the request. The department head will recommend approval/disapproval and forward the request to the Human Resources Department Director whose decision shall be final. To be reimbursed the application must have been approved before enrolling in the course; if a course is approved and later found to be unavailable a substitute course may be approved after enrollment. Upon completion of the course the employee must submit a request for reimbursement and a copy of the grade report or a certificate of completion to the Human Resources Department who shall, if the request is approved, forward it to the Controller for payment. Reimbursement may include costs of tuition and related fees. The County will reimburse up to \$25.00 per course for books under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

## **Section 13. Layoff and Re-employment**

- 13.1 Definition of Layoff: Any department head may, with the Board of Supervisors approval, layoff employees because of lack of work, lack of funds, reorganization, or otherwise when in the best interest of the County.
- 13.2 Notice of Layoff: Department heads will give at least fourteen days advance written notice to employees to be laid off except in an emergency situation in which case the Human Resources Department Director may authorize a shorter period of time.
- 13.3 Precedence by Employment Status: No permanent employee shall be laid off while employees in extra help, temporary, provisional or probationary status are retained in the same class unless that employee has been offered the extra help,



temporary or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- (1) Extra help
- (2) Temporary
- (3) Provisional
- (4) Probationary: among probationary employees in a given class, order of layoff shall be according to reverse seniority as determined by total continuous County civil service, not continuous time in that probationary period.

#### Seniority

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leave to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.
- (2) Periods of time during which an employee is required to be absent from their position due to an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in length of service in determining the employee's seniority rights.
- (3) Time worked in an extra help status shall not count as County service.
- (4) Time worked in permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one year of continuous employment for each 2080 straight-time hours worked.

If two or more employees have the same seniority, the examination scores for their present classes shall determine seniority.

#### 13.4 Identification of Positions For Layoff

- (1) The classifications in flexibly staffed series are treated as one classification for purposes of layoff.
- (2) When a classification has formal numbered options, each of which specifies separate hiring criteria, each option shall be treated as a separate classification for layoff purposes.

#### 13.5 Procedures

- (1) A displaced employee will be transferred to any vacancy with equivalent FTE status in his/her classification in his/her home department.
- (2) If no vacancy with equivalent FTE status exists in the employee's classification in the home department an employee shall have the following options:
  - (a) He/she may take the longest standing vacancy, County-wide, in his/her classification in another department, or
  - (b) He/she shall have the right to interview for any other vacancies, County-wide, in his/her classification, or other classifications for which he/she has bumping rights. Employees who choose this option shall have a list of all vacancies provided by the County. The County will arrange for interviews for vacancies in which the employee is interested.
- (3) Employees who are notified they will be laid off shall have any of the following three choices:
  - (a) Taking a voluntary demotion within the same department to any class, at the employee's discretion, in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
  - (b) On a County-wide basis, displacing the employee in the same class having the least seniority in County service. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.

The two-thirds (2/3) rule in this subpart (b) and subpart (c) below only applies to the computation for movement between departments. Total seniority is retained by the employee in his/her new assignment.
  - (c) On a County-wide basis, voluntarily demoting to any class, at the employee's discretion, in which the employee had prior probationary or permanent status provided such position is held by an employee with less seniority. For purposes of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds of the actual time so served.
- (2) In addition to all other options, employees in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

- 13.6 Names of Employees Laid Off to Be Placed on Reemployment and General Eligible Lists: The names of employees laid off shall be placed on reemployment eligible lists as specified below. Former employees appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each class shall consist of current and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority as specified in Section 13.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.

The general reemployment eligible list for each class shall consist of current and former employees having probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 13.6 shall not apply to employees who have accepted severance pay upon termination of employment.

#### **Section 14. Severance Pay**

- 14.1 An employee whose position is abolished and who is unable to displace another County employee as provided in Section 13 shall receive reimbursement of fifty percent of the cash value of their unused sick leave; provided that he/she shall be eligible for reimbursement only if he/she remains in County service until their services are no longer required by the department head. The County shall make every effort to secure comparable employment for displaced employees in other agencies, and if such employment is secured, the employee will not be entitled to the aforementioned reimbursement.
- 14.2 The County agrees to pay the County premium for three (3) months of medical coverage for an individual who is laid off. This coverage is contingent on the following conditions: a) the individual has not refused a County job offer: b) the individual is unemployed: c) the individual continues to pay their share of the premium and d) the coverage is for health only and does not cover dental or vision.

## **Section 15. Holidays**

15.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight hours for any one day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday; e.g., if a part-time employee works fifty percent (50%) of the full-time hours in a pay period, the employee shall receive one-half (½) pay for each holiday falling within that pay period.

15.2 The holidays in this County are:

- |      |   |                                     |
|------|---|-------------------------------------|
| (1)  | January 1   | (New Year's Day)                    |
| (2)  | Third Monday in January   | (Martin Luther King Jr.'s Birthday) |
| (3)  | February 12 *   | (Lincoln's Birthday)                |
| (4)  | Third Monday in February  | (Washington's Birthday)             |
| (5)  | Last Monday in May  | (Memorial Day)                      |
| (6)  | July 4  | Independence Day)                   |
| (7)  | First Monday in September   | (Labor Day)                         |
| (8)  | Second Monday in October  | (Columbus Day)                      |
| (9)  | November 11   | (Veterans Day)                      |
| (10) | Fourth Thursday in November   | (Thanksgiving Day)                  |
| (11) | Friday following Thanksgiving Day   |                                     |
| (12) | December 25   | (Christmas)                         |
| (13) | Every day appointed by the President of the United States or the California Governor to be a day of public mourning, thanksgiving or holiday. The granting of such holidays shall be at the Board of Supervisors' discretion. |                                     |

- \* Effective February 12, 2001, the Lincoln's Birthday holiday was eliminated and replaced with a floating holiday (8 hours of holiday time) which accrues on February 12th.

If the legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

15.3 If one of the holidays listed above falls on a Sunday and the employee is not regularly scheduled to work that day, the employee's first regularly scheduled workday following the holiday shall be considered a holiday.

- 15.4 If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, the employee shall be entitled to equivalent straight-time off with pay. This equivalent straight time off is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out.
- 15.5 Extra help are not entitled to paid holidays. If such employees work on holidays they shall be paid the same amount as for any other day.
- 15.6 Employees working more than their regularly scheduled shift on a holiday shall be compensated for such excess time as provided in Section 7, Overtime.

### **Section 16. Election Days**

The County does not intend to prohibit employees from being absent from work on election days if such time off can be charged to accumulated vacation, floating holiday or comp time. Every effort will be made to grant their requests unless the absence would be likely to create serious problems in rendering proper services to the public.

### **Section 17. Vacations**

#### **17.1 Vacation Allowance**

Employees, excluding extra help, or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule. These accruals shall be pro-rated for part-time employees.

- (1) During the first five (5) years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of five (5) years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked.
- (3) After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.
- (6) After the completion of twenty-five (25) years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.

- (7) No employee will be allowed to have an accumulation of more than fifty-two (52) biweekly pay periods of vacation accrual to his/her credit at any one time. However, employees may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of thirteen (13) biweekly pay periods of service.
- (9) Vacation may be used in increments of six (6) minutes.
- (10) Extra help do not accrue vacation credits, except that extra-help service may be included with service in a regular established position in computing vacation allowance for purposes of this Section. Such extra-help service may not be included if it preceded a period of over twenty-eight days during which the employee was not in a pay status.

17.2 Vacation Schedule

The time at which employees shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of employees shall be considered in scheduling vacations and in giving preference as to vacation time.

17.3 Vacation Allowance for Separated Employees

When employees separate from County service their remaining vacation allowance shall be added to their final compensation.

17.4 Vacation Pay

Vacation pay shall be at the employee's base pay plus any applicable differential.

**Section 18. Sick Leave**

18.1 Accrual

All employees, except extra help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for employees, except extra help, who work less than full-time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

18.2 Usage

Employees are entitled to be paid for sick leave used, to a maximum of the hours accrued, under the following conditions:

- (1) The employee's illness, injury or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities

caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from as determined by a licensed physician.

- (2) The employee's receipt of required medical or dental care or consultation.
- (3) The employee's attendance on an immediate family member who is ill.
- (4) The employee's preparation for or attendance at the funeral of a member of his/her immediate family.
- (5) The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse for up to six (6) weeks immediately after the birth or arrival of the child in the home.

For purposes of this Section immediate family means parent, spouse, domestic partner, son, daughter, sibling, stepchildren, mother-in-law, father-in-law, grandparents or grandchildren.

#### 18.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known in advance, employees shall request sick leave authorization at such time in the manner hereinafter specified. In all other instances employees shall notify their supervisor as soon as possible by telephone or other means. Before employees may be paid for the use of accrued sick leave they shall complete and submit to their manager a signed statement, on a prescribed form, with the dates and hours of absence and such other information as necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and Controller. The department head may require a physician's statement from employees who apply for sick leave, or make whatever investigation into the circumstances that appears warranted before acting on the request.

An employee who has exhausted his/her accrued sick leave balance may use other accrued leaves (vacation, comp time, holiday credits), in lieu of sick leave which meets the criteria specified in Section 18.2, unless such employee has been documented by management for attendance problems within the last 4 months, in which case such other leaves may only be used for pre-scheduled and pre-approved medical and dental appointments. The use of such leave in lieu of sick leave is subject to all other provisions of Section 18.

#### 18.4 Accounting for Sick Leave

Sick leave may be used in increments of six (6) minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any.

#### 18.5 Credits

When an employee who has been working in an extra help category is appointed to a permanent position such appointee may receive credit for such extra help period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight (28) consecutive calendar days in which an employee was not in a pay status.

If an employee who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored to him/her upon reemployment. The employee shall not have any portion of sick leave credits restored for which he/she received compensation at the time of or subsequent to the day of layoff.

18.6 Incapacity to Perform Duties

If the appointing authority is informed through a doctor's report of a medical examination, conducted in accordance with the Civil Service Commission rules that an employee is incapable of properly performing their duties, the employee may be required to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

18.7 Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

- (1) was hospitalized during the period for which sick leave is claimed, or
- (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
- (3) was preparing for or attending the funeral of a member of the immediate family.

To have sick leave considered in lieu of vacation the request and substantiation must be provided within ten (10) days of the employees' return to work.

18.8 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave unless the employee is regularly scheduled to work on the holiday.

18.9 Catastrophic Leave

Leave credits may be transferred from one or more donating employees to another receiving employee under the following conditions:

- (1) The receiving employee is a permanent full or part-time employee whose participation has been approved by his/her department head;



- (2) The receiving employee or the receiving employee's spouse/domestic partner or direct family member has sustained a life threatening or debilitating illness, injury or condition. (The Department Head may require that the condition be confirmed by a doctor's report);
- (3) The receiving employee has or will have exhausted all paid time off;
- (4) The receiving employee must be prevented from returning to work for at least 30 days and must have applied for a medical leave of absence.

#### Transferring Time

Vacation and holiday time may be transferred by employees in all work groups. Compensatory time may be transferred by employees in work groups 1, 4, and 5. Compensatory time may not be transferred by employees in work groups 2 and 3.

Sick leave may be transferred at the rate of one (1) hour of sick leave for every four (4) hours of other time (i.e., holiday, vacation, MOT or compensatory time).

Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

Donations must be a minimum of eight hours and thereafter in whole hour increments.

The total leave credits received by the employee shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of one year.

Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except in the event of the untimely death of a Catastrophic Leave recipient. In that event, any excess leave will be returned to donating employees on a last in-first out basis (i.e., excess leave would be returned to the last employee(s) to have donated).

#### Appeal Rights

Employees denied participation in the program by the department head may appeal the decision to the Human Resources Department Director and the County Manager whose decision shall be final.

### **Section 19. Leaves of Absence**

#### 19.1 General

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the County Ordinance Code. Unless otherwise provided, the granting of a leave of absence also grants the right to return to a position in the same or equivalent class, in the same department, as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the leave's expiration. However, if a disability retirement application has been filed with the Retirement Board a leave may be granted pending the Board's decision. Nothing in this Section 19 shall abridge an employee's rights under the Family and Medical Leave Act.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 19.4 below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six biweekly pay periods.

Approval and Appeals: Initial approval/disapproval shall be by the department head; leaves of more than two pay periods must also be approved by the Human Resources Department Director. Denial of requested leave in whole or in part by the department head may be appealed to the Director, whose decision shall be final.

#### 19.2 Benefit Entitlement

Employees on leaves of absence without pay in excess of two biweekly pay periods shall not be entitled to payment of the County's portion of the health, dental, life, or long-term disability insurance premiums except as provided hereinafter. The entitlement to payment of the County's portion of the premiums shall end on the last day of two full biweekly pay periods in which the employee was absent. Employees who are granted a leave of absence without pay due to their illness or accident shall be entitled to two biweekly pay periods of the County's portion of the insurance premiums for each year of County service, or major fraction thereof, up to a maximum of twenty-six biweekly pay periods payment of premiums.

#### 19.3 Seniority Rights and Salary Adjustments

Authorized absence without pay which exceeds twenty-eight consecutive calendar days for either: (1) personal leave of absence, (2) leave of absence due to illness or injury not compensated through Workers' Compensation, or (3) leave of absence to fill an unexpired term in elective office shall not be included in determining salary adjustment rights or any seniority rights based on length of employment.

#### 19.4 Job Incurred Disability Leave With Pay

- (1) Definition: Job incurred disability leave with pay is an employee's absence from duty with pay because of disability due to illness or injury arising out of

and in the course of employment which has been declared compensable under Workers' Compensation. Only permanent or probationary employees occupying permanent positions are eligible for disability leave with pay.

- (2) Payment: Payment of job incurred disability leave shall be at the base pay of the employee, reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.
- (3) Application for and Approval of Job Incurred Disability Leave with Pay: To receive pay for job incurred disability leave employees must submit a request on the prescribed form to the department head describing the illness or accident and all information required to evaluate the request. Employees must attach a physician's statement certifying to the nature, extent and probable period of illness or disability. No job incurred disability leave with pay may be granted until the County, the County's Workers' Compensation Adjuster, or the State Compensation Insurance Fund has declared the illness or injury compensable under the California Workers' Compensation Law and has accepted liability.
- (4) Eligible employees shall be entitled to job incurred disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of ninety calendar days for every one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.

#### 19.5 Job Incurred Disability Leave Without Pay

- (1) Definition: Job incurred disability leave without pay is an employee's absence from duty without County pay because of disability due to illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled employee has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time off accruals may also be used.
- (2) Application for and Approval of Job Incurred Disability Leave Without Pay: To receive job incurred disability leave without pay an eligible employee must submit a request on the prescribed form to their department head describing the illness or accident and all information required to evaluate the request with an attached physician's statement certifying to the nature, extent and probable period of illness or disability.

- (3) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed twenty-six pay periods for any one injury. The combined total of job incurred disability leave with and without pay for one accident or illness may not exceed thirty-two pay periods. If an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

## 19.6 Leave of Absence Without Pay

### (1) General Provisions

- (a) Qualifying: Only permanent or probationary employees in permanent positions are eligible for leaves without pay under this Section.
- (b) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, an employee must submit the prescribed form to the department head describing the reasons for the request and all other information required to evaluate the request.
- (c) Granting of Leaves of Absence Without Pay: Appointing authorities may grant leaves of absence without pay for a maximum of two pay periods. Leaves of absence of more than two pay periods must be approved by the Human Resources Department Director and shall be subject to review by the County Manager, whose ruling shall be final.

- (2) Leaves of Absence Without Pay For Non-Job Incurred Illness or Injury: Leaves of absence without pay for illness or injury which are not job incurred may be granted for a maximum of twenty-six full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

- (3) Leaves of Absence Without Pay for Personal Reasons: Leaves without pay for personal reasons, including but not limited to full-time employment by the Union, may be granted for a maximum of thirteen full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, an employee may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one week's vacation be retained. The Human Resources Department Director's decision shall be final.

- (4) Parental Leave: An employee/parent of either sex may be granted a leave of absence without for to fulfill parenting responsibilities during the period of one year following the child's birth, or one year following the filing of

application for adoption and actual arrival of child in the home. Such leave is to be for a maximum of thirteen biweekly pay periods. Use of accrued vacation, sick leave, comp time or holiday credits shall not be a pre-condition for the granting of such parental leave. However, employees can choose to use accrued vacation, compensatory time or holiday credits during their parental leave.

19.7 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County employees.

19.8 Absence Due to Required Attendance in Court

With the department head's approval, employees, except extra help, shall be authorized absence from duty for Court appearance for jury service, in obedience to subpoena or as directed by proper authority, in accordance with these provisions:

- (1) Absence from duty will be with full pay for each day the employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within fifteen days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Said absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not a party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.

19.9 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to employees under the conditions specified in this Section. In order to be granted educational leave of absence with pay an employee must submit on the prescribed form a request to the department head containing all information required to evaluate the request.

Educational Leave of Absence With Pay From County Funds: The County may, after approval of an employee's application, grant a leave of absence with pay for a maximum of sixty-five working days during any fifty-two biweekly pay periods to attend formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least thirteen biweekly pay periods of continuous service and who are not extra help or temporary. Such

leaves will be granted only where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above criteria.

The employee must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

19.10 Absence Without Leave

Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

Absence Without Leave: Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for four or more consecutive days without a satisfactory explanation shall be deemed a tender of resignation. If within thirty days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

**Section 20. Health and Hospitalization**

- 20.1 (1) Effective January 1, 2000, the County shall pick up the premium payment for the Building Trades Plan in the following ratio:

<u>Tier</u>	<u>County</u>	<u>Employee</u>
Employee	95%	5%
Employee + 1	94%	6%
Employee + Family	92%	8%

Increases and decreases in the Building Trades Plan will be shared between the County and employee in the same ratio as above.

- (2) The County will pay 90% of the total premium for the Kaiser and Blue Shield HMO Plans and 80% of the total premium for the Blue Shield POS Plan. Covered workers will pay 10% of the total premium for the Kaiser and Blue Shield HMO Plans and 20% of the total premium for the Blue Shield POS Plan.

20.2 Employees whose employment with the County is severed by reasons of service retirement or disability retirement shall be reimbursed by the County for the unused sick leave at time of retirement on the following basis:

For each 8 hours of unused sick leave at time of retirement, the County shall contribute towards one (1) month's premium for health or dental coverage for the employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement). The County shall not be obligated to contribute at a rate in excess of \$165.00 per 8 hours of unused sick leave per month for the retired employee to continue health or dental coverage (e.g., if an employee retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums on said employee for a period of 40 months). For workers who retire with 45% or more of the total amount of sick leave they have accrued during their career with the County of San Mateo, the conversion rates in the paragraph above shall be changed to \$195.00.

Employees may increase the number of hours that can be converted up to a maximum of 14 hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e.g., if a worker converts 12 hours, he/she would be reimbursed \$247.50 instead of \$165). The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).

For employees who retire on or after January 1, 2008, the conversion rate for each 8 hours of sick leave will be \$420. In no event will changes in the Kaiser premium or application of the 2% or 4% increases listed below result in the \$420 rate being reduced.

For employees who retire with 20 or more years of service with the County of San Mateo, the \$420 rate will be increased by 4% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 4%. Such contribution shall not exceed 90% of the Kaiser Employee-only premium.

For employees who retire with at least 15 but less than 20 years of service with the County of San Mateo, the \$420 rate will be increased by 2% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium.

For employees who retire after January 1, 2009 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be \$440.

Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

- 20.3 The County will provide up to a maximum of 288.6 hours of sick leave (3 years of retiree health coverage) to workers who receive a disability retirement. For example, if a worker who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 188.6 hours of sick leave to his/her balance.
- 20.4 For employees who retire with 20 or more years of service with the County of San Mateo, the 8 hours of sick leave converted for each month's retiree health contribution by the county shall be reduced to 6 hours.
- 20.5 Employees who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100. Should this cash out be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void. Effective January 1, 2007, employees will no longer be offered the option of cashing out sick leave if they waive retiree health. However, if it is determined to not create a taxable event and if it does not cause the above retiree health plans to become taxable events, then employees may exchange unused sick leave at a value of \$100 per 8 hours into an RHSA upon retirement.
- 20.6 The surviving spouse of an active employee who dies may, if he/she elects a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age 55 or over with at least twenty years of continuous service.
- 20.7 Employees who retire will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:
- With at least 10 but less than 15 years of service with the County of San Mateo – 96 hours
  - With at least 15 but less than 20 years of service with the County of San Mateo – 192 hours
  - With 20 or more years of service with the County of San Mateo – 288 hours
- 20.8 Out of Area  
Retirees living in areas where neither Kaiser nor Aetna coverage is available who are eligible for conversion of sick leave credits to a County contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that



such enrollment shall be the sole responsibility of the retiree. This option can be selected at any time the retiree moves out of a Kaiser or Aetna coverage area.

Payment to retirees requires proof of continuous enrollment in the alternate health plan, which proof shall also entitle retirees to retain the right to change back to any County-offered health plan during a subsequent open enrollment period.

An out-of-area retiree with no available sick leave credits for conversion to County payment of health plan premiums may select the option of enrollment in an alternate health plan in the area of residence, provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment period, rather than at the time of retirement, she/he must have had continuous enrollment in a County-offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a County-offered health plan during a subsequent open enrollment period.

The County is actively seeking coverage for out-of-area retirees under a nationwide HMO or other health insurance plan. If such coverage becomes available during the term of this MOU, the County will meet with the Union regarding substitution of this plan for the arrangement described in Section 19.4. Upon agreement by both the County and the Union such new plan will replace the cash option.

- 20.9 The County will implement an RHSA in which all employees may elect to participate.
- 20.10 Employees may elect to participate in a retiree health program that features a County match in the RHSA. For this program, the County will match employee contributions into the RHSA to a maximum of \$30 each pay period. The County contribution will vest after 10 years of County service. For employees who elect this program, the value of each 8 hours of sick leave upon retirement is set at \$200 instead of the amounts set forth in Section 20.2. Employees will not be asked to make an election between this program and the one in Section 20.2 until six months after hire, and will be provided information and counseling on the RHSA program prior to making a choice.
- 20.11 Coverage for young adult dependents, domestic partners and children/young adult dependents of domestic partners is included in the County-offered health plans.
- 20.12 With the exception of the Building Trades Medical Plan, effective October 20, 1996 grandchildren of custodial grandparents will be eligible dependents on all, health, dental, and vision plans, whether or not formal adoption has occurred. This eligibility is contingent on the following two factors: (1) documentation of primary responsibility and (2) approval of the affected health, dental or vision plan.

## **Section 21. Dental Care**

- 21.1 The County shall contribute a sum equal to ninety percent (90%) of the premium for the County Plan and for the Delta Dental PMI Plan. All employees, except employees enrolled in the Building Trades Health Plan, must participate in one of these plans.
- 21.2 During an employee's first year of employment, there shall be a cap on County Dental Plan coverage consisting of One Hundred Dollars deductible and sixty percent U.C.R.
- 21.3 There is an annual Twenty-five Hundred Dollar (\$2,500) per person maximum benefit in the County Dental Plan.
- 21.4 The County will include young adult dependents and domestic partners in both dental plans.

## **Section 22. Vision Care**

The County shall provide vision care coverage for employees and eligible dependents including young adult dependents and domestic partners, and will pay the entire premium for this coverage. The Plan includes Ten Dollar (\$10.00) co-pays for both examinations and materials.

## **Section 23. Change in Employee Benefit Plans**

- 23.1 During the term of this MOU, the County and the Union shall investigate the feasibility of offering additional medical and/or dental plan(s).
- 23.2 Agreements reached with AFSCME or SEIU on Health Plan design changes will be applied to the BCTC bargaining unit. This does not apply to changes in premium cost sharing between the County and employees. The intent of this language is to establish a “me-too” agreement regarding Health Plan design changes.

The Health Care Cost Containment Committee will convene in June of each year and conclude by September 1 of each year. Additional sessions may be convened by management for specific issues that may arise.

- 23.3 Health plan changes that are initiated by the health plan based on either legislative / regulatory changes or health plan organization policy changes are provided to employers each year. These changes are typically not significant in terms of the number of individuals who are impacted by the change. For instance, they do not often include co-pay changes for outpatient or inpatient physician or facility services, prescription drug co-pays or other major plan design co-pays. Where health plans initiate these kinds of changes to the

contract, Employee Benefits will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the changes. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, the County will implement the change without the rider it is the County's desire to implement such changes without riders to keep its design in conformance with the health plans' book of business design, provided however, it will first meet and confer with the Union on any such matter.

## **Section 24. Retirement Plans**

- 24.1 Employees in the non-contributory retirement plan, also known as Plan 3, who have five years of service, shall be given the opportunity to transfer to the contributory retirement plan, also known as Plan 2 or Plan 4 (depending on original date of hire). This change in plans covers future service only. Employees have a one time option to make such a transfer and the transfer decision can be made at any point after five years of continuous service. The selection must be made in writing and is irrevocable.

Workers who transfer from Plan 3 to Plan 2 or Plan 4 shall not lose their years of continuous service for vesting purposes. Years of service in Plan 3 shall be added years of service in Plan 2 or Plan 4 for vesting purposes in both plans.

In 2004, an amendment to Government Code Section 31496.3 became effective. The amendment provides that a Plan 3 member who terminates for any reason and is later reemployed shall receive Plan 3 credit for his or her service rendered prior to termination.

Retirement Plan 2 participants will be eligible for a maximum annual cost of living adjustment to the retirement benefit of three percent (3%) per year. There is no "banking" or "roll-over" of any cost of living adjustment in excess of the annual adjustment.

Retirement Plan 4 participants hired on or after July 13, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of two percent (2%) per year. There is no "banking" or "roll-over" of any cost of living adjustment in excess of the annual adjustment. The participants' retirement annuity shall be calculated based on their average salary for 36 highest consecutive months.

Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for workers in the General Retirement Plan.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor's authority under Government

Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past service back to the date of employment. Based upon this understanding and agreement, workers will share in the cost of the 31676.14 enhancements through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations. These contributions will not be reduced by the employer pick-ups described below in section 24.2.

The County will pay a general wage increase of pay as set forth in Section 5.1 of this MOU, and it is understood and agreed that this wage increase will help workers pay the increased retirement contributions set forth above.

- 24.2 The County will pick up the following percentages of the worker's statutorily required retirement contribution, but not of the worker's contribution under Section 24.1 of this agreement:

20% after the equivalent of 10 years of full-time service (20,800 hours)  
40% after the equivalent of 20 years of full-time service (41,600 hours)  
50% after the equivalent of 25 years of full-time service (52,000 hours)

## **Section 25. Life Insurance**

- 25.1 Employees shall be covered by life insurance and accidental death insurance as follows:

The County shall provide Twenty Thousand Dollars (\$20,000) life insurance for each employee. The County shall provide Five Hundred Dollars (\$500) of life insurance for the employee's spouse and up to a maximum of Five Hundred Dollars (\$500) of life insurance for each of the employee's children, depending on ages.

The County shall provide an additional Ten Thousand Dollars (\$10,000) of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.

- 25.2 Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for employee, \$125,000 for spouse, and \$10,000 for dependents.

## **Section 26. Long Term Disability Insurance**

The County shall continue to provide its present long term income protection plan for all otherwise qualified permanent employees at no cost to said employees; provided that in order to be eligible for such plan employees must have been employed by the County for three or more years. The maximum monthly salary cap shall be \$2000. Effective with new benefits on or after October 17, 1999, the maximum benefit of the Long Term Disability Plan shall be \$2400 monthly. Benefits for psychiatric disabilities that result from stress, depression or other life events will be restricted to two years; however, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of sixty-five. Effective with disabilities commencing on or after January 1, 1988, the one hundred and twenty day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of six full months from the date of the disability's onset. The onset date shall be defined as the first workday the employee was unable to work.

### **Section 27. State Disability Insurance**

Employees covered by this MOU are eligible for State Disability Insurance benefits.

### **Section 28. Promotion**

#### **28.1 Examinations**

- (1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.
- (2) General Promotional Examinations: Permanent and probationary employees who have served at least six months in such status prior to the final filing date for the examination are eligible to compete. Persons who were laid off and whose names are on a reemployment list are also eligible provided they had served at least six months prior to lay off. Persons in unclassified positions who previously held positions in the classified service who did not have a break in County service between the classified and unclassified appointments may compete if they have at least six months of total service prior to the final date to file an application.
- (3) Departmental Promotional Examinations: Permanent and probationary employees of the department in which a promotional opportunity exists who have served at least six months in such status prior to the final date for filing for the examination are eligible to compete. Persons who have been laid off and whose names appear on the departmental reemployment eligible list are also eligible provided they had served at least six months prior to lay off.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job class may compete. In addition, any

person competing in this type of an examination who meets the criteria described in (2) above, shall have five (5) points added to the final passing score.

- (5) Veterans preference shall not apply to promotional examinations.

## 28.2 Promotional Eligible Lists

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.
- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classifications examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, an employee's name appears on a promotional eligible list, his/her name shall be removed from the promotional list and placed on the open general eligible list for that classification in accordance with his/her final score.

28.3 Probationary Period - Permanent employees who promote to a higher class shall undergo the probationary period prescribed for that class, with the right to demote to their former class in their former department if a vacancy exists. If no vacancy exists, the employee shall be placed in the longest standing vacancy County-wide, as determined by the requisition form date. If no vacancy exists the employee shall displace the least senior employee as determined by Rule XVI. If no less senior employee exists, the employee shall be removed from County service.

## **Section 29. Career Opportunities Program**

### 29.1 Purpose

The purpose of the Career Opportunities Program is to provide current employees with opportunities to promote, transfer, or change careers within the County in a way that is fair, competitive, easily understandable, efficient and appropriate to the County's needs. Investing in and utilizing talents of its workers will enhance the performance of the organization.

### 29.2 Components

#### A. Promotional Opportunities

Recruitments for classifications covered by this program will be conducted on either a promotional basis (as designated in Exhibit B 1.) or an open

and promotional basis (as designated in Exhibit B 2.). All recruitments for these classifications will be conducted in accordance with the Civil Service Rules, and any appeals will be processed under authority of the Civil Service Rules.

B. Transfer Opportunities

The Transfer Program permits employees to transfer from one position to another without competitive examination, within the specific classification groupings listed in Exhibit B 3. Utilization of the Transfer Program is at the department's discretion; if used, all transfer opportunities will be announced in the weekly Job Bulletin published by the Human Resources Department for a minimum of two (2) weeks. An employee wishing to transfer must meet the minimum qualifications for the position desired, and must possess any certificates, licenses, education and experience required for that position. Interested employees will be interviewed by the appointing authority, who may request that candidates submit paperwork for the interview. Depending on the number of interested employees, the appointing authority may conduct a screening prior to the interviews.

C. Career Planning and Development

A Career Planning and Development Program will be offered to allow interested employees the opportunity to identify their interests, strengths, areas for improvement, skills and abilities, and to develop a career development plan.

Phase 1 – All interested employees will:

- a. be provided with a brochure describing the program and how to participate, as well as the qualifying patterns for County job families.
- b. be able to attend a one to two-hour General Orientation Program on County time, to find out more about the program.

Further participation in the program is voluntary and could consist of any or all of the following elements:

Phase 2 - Self Assessment – Identification of interests, strengths, improvements needed, values, skills and abilities through a number of self assessment processes: workbooks, exercises, tests, questionnaires, and computer-based methods (this portion of the program requires use of the employee's own time).

Phase 3 - Consultation – with a career development analyst in the Human Resources Department to review the results of the self-assessment, to set realistic career goals and to formulate a career development plan based on the results of the assessment and on

employment trends and opportunities. Information on available and emerging careers and career ladders, salaries, numbers of positions available, skills and training required will be made available to the employee. The career development plan will include both short and long-range goals, as well as specific activities to be completed to reach the goals.

Phase 4 - Training and Development Activities – Activities identified in the employee's individual development plan may include attendance at training programs offered by the County or outside organizations, briefings on career opportunities, special project assignments, information interviews, participating in a job-shadowing, mentoring or internship program, career development assessment centers or other activities.

Phase 5 - Coaching Throughout Job Search – Quarterly group meetings will be held to assist employees as they pursue their development activities and job search.

A reasonable amount of County time is available for participation in Phases 3 through 5 of this program; employees must pre-arrange use of such time with their supervisor.

### 29.3 Appeals Process

Notwithstanding the provisions of the Grievance Section of the Memorandum of Understanding appeals of employees of applications of the procedures of the Career Opportunities Program shall go directly to the Human Resources Department Director and if not satisfactorily resolved then to the Civil Service Commission. Procedures that are appealable under this section have been mutually agreed to by the Career Opportunities Program Joint Labor/Management Committee.

### 29.4 Labor-Management Career Opportunities Program Committee

The Labor-Management Career Opportunities Program Committee will meet quarterly during the term of the agreement to evaluate and recommend modifications, if necessary, to allow the program to meet the needs of the participants. Such modifications may include revisions to the classes listed in Exhibits B1 and B2.

## **Section 30. Change of Work Location**

If it becomes necessary to transfer permanently one or more employees from one geographical location to one or more work locations in different cities, employees at the original geographical location who are working in the affected classes shall be given an



opportunity to express their desires for transfer. In such cases the department head shall give consideration to length of service and transportation factors along with such job related criteria as he/she deems appropriate. Nothing shall preclude a department head from temporarily assigning employees to work at a different geographical location when prompt action is required by the needs of the County.

### **Section 31. Change of Assigned Duties**

No employee shall be required regularly to perform duties of a position outside of the class to which he/she has been appointed. However, employees may be temporarily assigned duties outside their classifications. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to employees whatever duties are necessary to meet the requirements of an emergency situation.

### **Section 32. Pay for Work Out of Classification**

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for five (5) consecutive workdays (or four (4) consecutive workdays for employees on a "4/10" schedule) he/she shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first (1st) workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the temporary or permanent absence of the incumbent;
- (2) The employee performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of his/her regular classification;
- (3) The temporary assignment to work out of classification which extends beyond twenty (20) working days be approved by the Human Resources Department Director, a copy of the approval form to be given to the employee; and
- (4) A copy of the department head's written approval must be submitted in advance to the Human Resources Department Director. If the Director determines that he/she will not approve pay for work in the higher classification which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Director whose decision shall be final.
- (5) Should a Work Out of Classification assignment extend beyond one year (or one full year equivalent for part-time workers), that worker's salary shall

be raised to the next step in the classification in which the worker is working out of classification, except that the increase shall not exceed the maximum salary of the higher classification.

### **Section 33. Probationary Period**

- 33.1 Probationary employees shall undergo a probationary period of 1040 regular hours, unless a longer period, not to exceed 2080 regular hours is prescribed by the Civil Service Commission for their classifications. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of the employee's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The employee shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by an employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

- 33.2 An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent employees who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.

- 33.3 An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.

- 33.4 Appointing authorities may terminate probationary employees at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 36, except when the employee alleges and substantiates in writing that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination. Unless it is determined that there was discrimination, persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefore, at once. Upon request by an employee rejected during the probationary period, the Human Resources Department Director may restore the employee's name to the eligible list for that class, but the employee's name shall not be

certified to the department from which rejected without that department head's approval.

- 33.5 Permanent employees who transfer to another position in the same classification within the same department shall not be required to undergo a new probationary period in the position into which transferred.

Employees who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If a new probationary period is a condition for transfer, the employee must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the Human Resources Department Director, examinations to demonstrate fitness may be required before transfers between separate classes can occur. If unsuccessful in the new probationary period, the employee will be terminated from County service.

### **Section 34. Performance Evaluations**

- 34.1 Formal Appeal - Notwithstanding the provisions of Section 36, appeals of permanent employees relating to below standard performance evaluations shall go directly to the Civil Service Commission who will review the facts and order such action as it determines appropriate. Appeals must be filed with the Commission within ten calendar days after the evaluation becomes final. No evaluation shall be considered final until the employee has been given ten working days for review and comment.
- 34.2 Informal Appeal - Permanent employees may also request an informal appeal of below standard evaluations. At the request of the employee and the union to Employee Relations, a meeting will be arranged in an effort to clarify and, if possible, resolve areas of disagreement. Such meetings will be attended by the employee, his/her union representative, the employee's first and second level supervisors, and a representative of Employee Relations. Informal appeals may be granted at any time prior to Civil Service Commission review.
- 34.3 Clarification of Probationary Evaluations  
Probationary employees are entitled to clarification of below standard evaluations and may request that a union representative be present. All such requests must first be made to Employee Relations.

### **Section 35. Dismissal, Non-Punitive Discipline, Suspension or Demotion for Cause**

The appointing authority may dismiss, issue non-punitive discipline, suspend or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. A permanent employee who does not appeal such action to the Civil Service Commission within fourteen calendar days after receipt of such

charges shall have the right to appeal the action in accordance with the provisions of Section 36.2 (c) and (d) unless his/her objection to the action has been resolved earlier in accordance with Section 36.2 (a) or (b).

### **Section 36. Grievances**

36.1 A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding those provisions which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

36.2 Grievances shall be processed in the following manner:

(a) **Step 1. Department Head and/or the Designated Representative**

Any employee who believes that he/she has a grievance may discuss his/her complaint with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to the Union, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to Employee Relations.

(b) **Step 2. Employee Relations**

Any employee or any official of the Union may notify Employee Relations in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Notification must be received within twenty-eight calendar days from the date of the employee's knowledge of an alleged grievance. Any grievances involving demotion, suspension, non-punitive discipline, reduction in step or dismissal must be received within fourteen calendar days after receipt of written notification of such disciplinary action. The Employee Relations Director or his/her designated representative, shall have twenty workdays in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

(c) **Step 3. Adjustment Board**

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, the Union may advance the grievance to an Adjustment Board by submitting a written request to Employee Relations within twenty-eight calendar days from the date of the Step 2 denial. The Adjustment Board shall be comprised of two members designated by the Union and two designated by the County. Either party may request that one member of the Adjustment

Board for the other party not be a County employee. Adjustment boards shall be convened within twenty-eight calendar days from the date such notification is received.

(d) Step 4. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, the Union may invoke arbitration by sending Employee Relations a written request within twenty-eight calendar days after receipt of the Adjustment Board's decision. When arbitration is timely invoked, an arbitrator shall be designated by mutual agreement between the parties. The fees and expenses of the arbitrator and the Court Reporter shall be shared equally by the parties. Each party shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

36.3 Scope of Adjustment Board and Arbitration Decisions

- (a) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties to the extent permitted by County Charter.
- (b) No Adjustment Board or arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 36.1.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable. No proposal to modify, amend or terminate this MOU, nor any matter arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither Adjustment Boards nor arbitrators shall have power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (d) If the Employee Relations Director pursuant to subsection 36.2 (b), or the Adjustment Board pursuant to subsection 36.2 (c) resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

36.4 Compensation Complaints

Complaints involving or concerning the payment of compensation shall be initially filed in writing with Employee Relations. Only complaints which allege employees are not being compensated in accordance with the provisions of this MOU shall be considered grievances. Any other matters of compensation are to be resolved in the meet and confer process if not detailed in the MOU which results from such

meet and confer process shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty calendar days from the date upon which the complaint was filed.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Union.

36.5 No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

In the case of a legally declared lawful strike against a private sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his/her supervisor prior to leaving the picketed location, and provided further that an employee may be required to cross a picket line where the performance of his/her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

36.6 County Charter and Civil Service Commission

- (a) The provisions of this Section shall not abridge any rights employees may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter may be within the sole province and discretion of the Civil Service Commission.
- (b) All grievances of employees in representation units represented by the Union shall be processed under this Section. If the County Charter requires that a differing option be available to the employee, no action under paragraph (b) of subsection 36.2 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- (c) No action under paragraph (b) of subsection 36.2 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Commission.

- (d) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Human Resources Department Director and County Manager will recommend to the Board or Commission, as appropriate, that it follow such award.

### **Section 37. Loss of Compensation**

If an employee covered by this MOU suffers loss of compensation due to the inequitable application of rules, regulations, policies or procedures and said loss of compensation is not subject to the grievance procedure in Section 29, the employee shall attempt to resolve the matter with the immediate supervisor. If unable to resolve the matter satisfactorily, the employee or the Union may submit the complaint in writing to Employee Relations with a copy to the County Manager. If the matter is not resolved by Employee Relations within thirty working days from the date of receipt, the employee or the Union shall advise Employee Relations in writing that the matter has not been resolved and Employee Relations shall render a decision within fifteen working days of receipt of this notification which decision shall be final. The County recognizes that other employee problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

### **Section 38. Personnel Files**

Employees shall have the right to inspect and review any official record relating to their performance as an employee or to a grievance concerning them which is kept or maintained by the County. The contents of such records shall be made available to employees for inspection and review at reasonable intervals during the County's regular business hours. The employee's designated representative may also review the personnel file with specific written authorization from the employee.

The County shall provide employees an opportunity to respond in writing or personal interview to any information about which they disagree. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of their permanent personnel record.

At or before placement, employees shall be given copies of all letters or memoranda concerning the employee's job performance which are to be placed in the employee's official personnel file(s).

Employees may request in writing to the Department Head, with a copy to Employee Relations, that letters of reprimand which are two or more years old be sealed and kept separate from the employee's personnel files. Said letters of reprimand shall be sealed and removed provided the following conditions are met:

1. The file does not contain subsequent letters of reprimand or records of disciplinary action involving the same type of infraction in which case the prior letter of reprimand will remain in the employee's personnel file until the most current related letter of reprimand or record of disciplinary action is two years old.
2. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Department Head.

This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense or to letters of reference, provided, however, that pre-employment reference materials obtained in confidence shall be removed from official personnel files after one year of continuous County employment.

Regarding the investigation of a possible criminal offense, if such investigation leads to neither conviction nor disciplinary action, reference to the investigation shall be removed from the employee's personnel file. If the criminal investigation results in conviction or disciplinary action any reference to the investigation which may be in the employee's personnel file will be retained and will be subject to inspection pursuant to this Section.

### **Section 39. Separability of Provisions**

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this MOU shall be null and void but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

### **Section 40. Past Practices and Existing Memoranda of Understanding**

- 40.1 Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this Memorandum of Understanding.
- 40.2 This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the County and the Union.



Made and entered into this \_\_\_\_ day of July, 2010.

**BUILDING AND CONSTRUCTION  
TRADES COUNCIL  
OF SAN MATEO COUNTY**

**COUNTY OF SAN MATEO**

\_\_\_\_\_  
Bill Pope, Business Representative

\_\_\_\_\_  
David Boesch, County Manager

\_\_\_\_\_  
Bret Holaday, Public Works

\_\_\_\_\_  
Donna Vaillancourt, Human  
Resources Director

\_\_\_\_\_  
Alan Pacheco, Public Works

\_\_\_\_\_  
Nicole McKay, Employee Relations  
Manager

\_\_\_\_\_  
Chris Geary, Public Works

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Doug Koenig, Public Works

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Allen Jones, Public Works

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Timothy Stanfield, Public Works

# **BENEFITS SUMMARY**

## **Benefits Summary**

The following list summarizes the various benefit programs in effect for employees as of January 1, 2010:

**MEDICAL (Active):** The County pays 90% of the total premium for Kaiser or Blue Shield HMO (workers pay 10% of the total premium) and the County pays 80% of the total premium for Blue Shield (workers pay 20% of the total premium).

**MEDICAL (Retiree):** See Section 20.2

**DENTAL:** All employees must participate in a plan.

**County Plan:** County pays 90% of premium

1st year: \$100 cap on deductible  
60% UCR paid to dentists

2nd year: No deductible  
85% UCR paid to dentists

Annual maximum of \$2500/person

If recommended by dentist and approved by plan, cleanings may be more frequent than every six (6) months; employees may appeal plan rejections - see Plan Description Booklet.

Effective January 1, 2007, the County Plan offered a tooth replacement implant benefit:

- Replacement of any missing single tooth in the esthetic region of the upper teeth.
- Annual maximum of \$1,000/person
- Paid at 85% of the billed amount, subject to the \$1,000 annual maximum benefit

**Delta Dental PMI:** See brochure.

**VISION:** VSP: San Mateo County Plan B with \$10.00 co-pay each on examination and materials for employees and dependents. Premiums paid by County.

- \* Domestic partners and young adult dependents are included in the above plans. Children and young adult dependents of domestic partners are included.
- \* Grandchildren of custodial grandparents will be considered eligible dependents on all health, dental and vision plans provided there is documentation of primary responsibility and approval by the affected benefit plan. This will occur with or without formal adoption.

**LIFE INSURANCE:** County paid \$20,000 for employee. \$500.00 for spouse, and up to \$500/child.

**LONG TERM DISABILITY:** County paid premiums. Must be employed by County 3 or more years to be eligible.

Maximum benefit: \$2400 monthly

**MEDICAL SPENDING ACCOUNT:** Effective January 1, 2004, the County implemented an IRC Section 125 Medical Spending Account.

This is a summary of various benefit programs in effect for eligible employees. The descriptions are very general and are not intended to provide complete details about any or all plans. Exact specification for all plans are provided in the official Plan Documents, copies of which are available from Payroll Specialists or the Human Resources Department, Benefits Division. Where there is a difference between the description on these pages and the Plan Documents, the Plan Documents prevail. Please note that benefits are subject to change by the Plans and there is no guarantee that these benefits will be continued indefinitely. However, the County agrees to continue negotiated coverage as it currently exists unless such coverage is no longer offered by the plans.

# **EXHIBITS**

**Exhibit A**  
**Additional Compensation**

1. Road Maintenance Workers I/II's and the Road Maintenance Supervisor assigned to the Sewer Crew shall receive \$1.00 per hour in addition to their base hourly salary for all hours worked, regular and overtime. It does not apply to vacation, holidays, sick leave and other non-worked hours.

2. Clothing Allowance

The County shall pay Ten dollars (\$10.00) per biweekly pay period to employees in the classifications of Carpenter, Painter, Electrician, Plumber and Locksmith as compensation for purchasing and laundering his/her own work clothes.

For employees in the Facilities and Construction Services Divisions, the department will provide a voucher of \$150 towards the purchase of logo shirts. A voucher to a provider designated by the County will be provided to said employees once per year.

Shorts will no longer be worn unless they are under coveralls at all times.

3. Tool Allowance

The Department of Public Works and the Union have agreed on a tool allowance of \$345.00 per fiscal year for the Equipment Mechanic I, II and Lead classifications. The allowance shall be in the form of a reimbursement for actual expenses and such reimbursement shall be made according to procedures developed by the Department. If the employee's service is terminated for any reason, the Department shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.

4. Protective Footwear

For employees in the Road Maintenance Division and the Facilities and Construction Services Divisions, the Department will provide one pair of safety shoes per fiscal year, costing up to \$141 including sales tax, from the designated supplier, Red Wing Shoes. A voucher will be provided to said employee once a year, and will be good at any Bay Area Red Wing Store that the Department has designated. If employees wish to purchase additional footwear, the Department encourages the use of the designated supplier.

All covered employees must purchase footwear that complies with the requirements outlined in paragraph 2 (c) of the "Department of Public Works Maintenance Division Protective/Safety Footwear Policy" from any source. Employees are responsible for ensuring that the footwear meets the requirements and is properly fitted.

**BCTC-Building and Road Construction  
Salaries: 11/1/09**

<b>Class Code</b>	<b>Class Title</b>	<b>Work Group</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
T030	CARPENTER/MILL CABNT WKR	1	35.83	\$0.00	\$0.00	\$0.00	\$0.00	\$2,866.40
T029	CONSTRUCTION CRPNTR/MASON	1	35.83	\$2,292.80	\$2,424.80	\$2,564.00	\$2,711.20	\$2,866.40
T013	CRAFTS SUPERVISOR	5	44.56	\$2,852.00	\$3,015.20	\$3,188.80	\$3,371.20	\$3,564.80
T024	ELECTRICIAN	1	39.63	\$0.00	\$0.00	\$0.00	\$0.00	\$3,170.40
T033	ELEVATOR MAINTENANCE MECH	1	39.11	\$0.00	\$0.00	\$0.00	\$0.00	\$3,128.80
T100	EQUIPMENT MECH I	1	32.59	\$2,085.60	\$2,205.60	\$2,332.00	\$2,465.60	\$2,607.20
T095	EQUIPMENT MECH II	1	37.15	\$2,377.60	\$2,514.40	\$2,658.40	\$2,810.40	\$2,972.00
T094	EQUIPMENT MECH III	1	39.32	\$2,516.80	\$2,660.80	\$2,813.60	\$2,975.20	\$3,145.60
T093	EQUIPMENT MECH TRAINEE	1	30.82	\$1,972.80	\$2,085.60	\$2,205.60	\$2,332.00	\$2,465.60
T092	EQUIPMENT MECHANIC SUP	1	43.33	\$2,772.80	\$2,932.00	\$3,100.80	\$3,278.40	\$3,466.40
T110	EQUIPMENT SVCS WRKR I	1	25.74	\$1,647.20	\$1,741.60	\$1,841.60	\$1,947.20	\$2,059.20
T112	EQUIPMENT SVCS WRKR II	1	28.78	\$1,841.60	\$1,947.20	\$2,059.20	\$2,177.60	\$2,302.40
T025	LEAD PAINTER	1	38.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,040.00
T027	LOCKSMITH	1	35.83	\$0.00	\$0.00	\$0.00	\$0.00	\$2,866.40
T028	LOCKSMITH TRAINEE	1	28.61	\$0.00	\$0.00	\$2,047.20	\$2,164.80	\$2,288.80
T026	PAINTER	1	35.83	\$0.00	\$0.00	\$0.00	\$0.00	\$2,866.40
T020	PLUMBER	1	38.69	\$0.00	\$0.00	\$0.00	\$0.00	\$3,095.20
T083	ROAD CONSTR SUPVR	5	42.12	\$2,696.00	\$2,850.40	\$3,013.60	\$3,186.40	\$3,369.60
T081	ROAD EQUIP OPERATOR I	1	37.15	\$2,377.60	\$2,514.40	\$2,658.40	\$2,810.40	\$2,972.00
T080	ROAD EQUIP OPERATOR II	1	37.89	\$2,424.80	\$2,564.00	\$2,711.20	\$2,866.40	\$3,031.20
T082	ROAD EQUIPMENT SUPERVSR	5	44.53	\$2,849.60	\$3,013.60	\$3,186.40	\$3,368.80	\$3,562.40
N085	ROAD MAINTENANCE SPVSR	5	40.62	\$2,600.00	\$2,748.80	\$2,906.40	\$3,073.60	\$3,249.60
T090	ROAD MAINTENANCE WKR I	1	28.16	\$1,802.40	\$1,905.60	\$2,015.20	\$2,130.40	\$2,252.80
T085	ROAD MAINTENANCE WKR II	1	32.04	\$2,050.40	\$2,168.00	\$2,292.80	\$2,424.00	\$2,563.20
N065	WASTEWATER COLL SUPV	5	42.65	\$2,729.60	\$2,886.40	\$3,052.00	\$3,227.20	\$3,412.00
N063	WASTEWATER COLL WKR I	1	29.57	\$1,892.80	\$2,000.80	\$2,116.00	\$2,237.60	\$2,365.60
N064	WASTEWATER COLL WKR II	1	33.64	\$2,152.80	\$2,276.80	\$2,407.20	\$2,544.80	\$2,691.20

**Exhibit B**  
**Career Opportunities Program**

**1. Classifications that will be opened on a Promotional Basis**

Administrative Assistant I  
Airport Operations Specialist I  
Appraiser I  
Automobile Mechanic Trainee  
Automotive Service Worker I  
Buyer I  
Code Compliance Officer I  
Communications Dispatcher I/Call Taker  
Construction Inspector I  
Deputy Public Administrator I  
Deputy Public Guardian I  
Elections Specialist I  
Employment Services Specialist I  
Estate Property Officer  
Fraud Investigator I  
Housing and Community Development Specialist I  
Human Resources Technician  
Human Services Analyst I  
Locksmith Trainee  
Mail Services Driver  
Operating Room Technician  
Real Property Agent I  
Recordable Document Examiner I  
Retirement Specialist I  
Road Equipment Operator I  
Road Maintenance Worker II  
Social Worker I  
Stationary Engineer I  
Storekeeper I  
Utility Worker I  
Vocational Rehabilitation Counselor I

**NOTE:** If a sufficient number of County employees do not apply for recruitments on the above named classifications, the Labor-Management Committee will evaluate the need to remove them from the promotional list.



## 2. Classifications that will be opened on an Open and Promotional Basis

Accountant I  
Assistant Systems Engineer  
Auditor-Appraiser I  
Building Inspector I  
Building Permit Technician I  
Community Program Specialist I  
Construction Inspector I  
Cook I  
Deputy Probation Officer I  
Electrograph Technician I  
Environmental Health Technician I  
Equipment Mechanic I  
Family Support Officer I  
Forensic Specialist I  
Gardener  
Laboratory Assistant II  
Management Analyst I  
Medical Unit Assistant  
Mental Health Counselor I  
Park Ranger I  
Pharmacy Technician  
Planner I  
Production Technician I  
Public Health Laboratory Technician I  
Public Works Technician I  
Road Maintenance Worker I  
Shelter Care Counselor I  
Sheriff's Criminal Records Technician I  
Therapy Aide

**NOTE:** Any of the above-named classifications may be opened on a promotional only basis.

### 3. Transfer Program

The transfer program allows employees to transfer from one position to another as long as the transfer is in the same grouping, as listed below, or within their same classification and if the employees meets the minimum qualifications for the position and possesses the required certificates, licenses, education, experience, etc. The use of the Transfer Program is an option in filling positions.

Data Entry Operator I/II  
Fiscal Office Assistant I/II  
Legal Office Assistant I/II  
Public Service Specialist  
Deputy Court Clerk I/II  
Office Assistant I/II  
Sheriff's Criminal Records Technician I/II  
Medical Office Assistant I/II  
Medical Unit Assistant  
Patient Services Assistant I/II  
Word Processing Operator I/II  
Legal Word Processing Operator I/II  
Medical Word Processing Operator I/II

Auditor-Appraiser I/II  
Appraiser I/II  
Real Property Agent I/II/III

Library Assistant I/II  
Library Technician I/II

Benefits Analyst I/II  
Child Support Officer I/II  
Revenue Collector I/II

Group Supervisor I/II  
Shelter Care Counselor I/II

Certified Nursing Technician  
Medical Services Assistant II

Occupational Therapist I/II  
Occupational Therapist I/II - PHC

Physical Therapist I/II  
Physical Therapist I/II – PHC

Deputy Public Guardian I/II/III  
Marriage, Family, Child Counselor I/II  
Vocational Rehabilitation Counselor I/II/III  
Family Court Counselors  
Psychiatric Social Worker I/II  
Social Worker I/II/III  
Creative Arts Therapist

Environmental Health Specialist I/II/III  
Hazardous Materials Specialist I/II/III  
District Coordinator, OES

Park Ranger I/II  
Gardener

Internal Auditor I/II  
Accountant I/II

Property Transfer Assistant I/II  
Recordable Document Examiner I/II

Associate Systems Engineer  
Information Technology Technician

Paralegal  
Legal Secretary I/II  
Administrative Secretary I  
Administrative Secretary II  
Administrative Secretary III

Systems Engineer  
Information Technology Analyst

Executive Secretary  
Executive Assistant

Housing and Community Development.  
Specialist I/II/III  
Planner I/II/III

July 12, 2010

Mr. Bill Pope  
Operating Engineers  
Local Union No. 3  
1654 The Alameda Suite #110  
San Jose, CA 95126

Dear Mr. Pope:

This letter shall confirm certain understandings reached in negotiation for an MOU covering the period of November 1, 2009 to November 2, 2013.

1. Salary Premium. Road Maintenance Worker is a broad classification with capabilities to serve in a number of capacities in the Road Maintenance Section. In order to maintain this flexibility, we have determined it is in the Department's best interests to continue the \$1.00 per hour salary increase for the Road Maintenance Workers I/II on the Sewer Crew, as shown in Exhibit A, paragraph #1. The reason for this increase is due to recruitment and retention problems. Beginning October 17, 1999, we will also extend this \$1.00 per hour salary increase to the Road Maintenance Supervisor in charge of supervising the Sewer Crew.
2. Alternate Work Schedules. The parties agree to continue the 4/10 programs in the Crafts and Roads Divisions for the life of this MOU. It is understood that either program may be terminated under the provisions of the 4/10 agreement. However, the Public Works Department agrees to, except in cases of emergency provided below, meet with the Union before discontinuing the 4/10 program(s).

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Public Works Department may adopt or put into practice immediately such measures as required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representative(s).

3. Non-Punitive Discipline Program. The parties agree to continue the Non-Punitive Discipline Program. It is understood that either party can terminate the program with 30 days notice.
4. Direct Deposit. Direct Deposit shall be mandatory for all employees hired after October 30, 1999.
5. Commercial Licenses. The Department will pay for physical exams, fees for licenses and certifications for positions in classifications that are required to maintain commercial licenses. Permanent employees in the classifications of Road

Maintenance Worker I, Road Maintenance Supervisor, Road Manager, Construction Carpenter, Construction Inspector, Utility Worker and Management Analyst, who are assigned to positions in the Road Maintenance or Vehicle & Equipment Maintenance Sections also qualify to obtain and maintain their commercial licenses at Department expense. Employees must remain in a fully qualified status for the Department to bear these costs or provide reimbursement for license renewals.

6. Project Pay. Effective July 12, 2010, employees in the classifications of Carpenter, Painter, Electrician, and Plumber, assigned as project manager or project superintendent of capital construction projects with a working budget of a total combined value of \$35,000 shall receive premium pay at the rate of one step (5.74%) of his/her salary in addition to all other compensation for hours carrying out such work.

At the request of the Union, the County will meet in June 2011 to review the number of projects covered by this provision.

7. Sewer Crew. The County of San Mateo agrees to meet and confer with BCTC regarding:
- Establishment of a new classifications of:
    - Wastewater Collection Worker I
    - Wastewater Collection Worker II
    - Wastewater Collection Supervisor
    - A salary survey will be completed to help determine the salary range for this new classification.
    - The named classifications will be represented by BCTC.
  - Requirement of a California Water and Environmental Association Grade I /II /III certification for the appropriate classification. Requirement of a Class B Drivers License as part of minimum qualifications of the new classifications. Discussion will include certification training time and costs, test fees, and continuing education credits.
  - All current staff on the Sewer Crew and all other Road Maintenance staff will be encouraged to seek certification. Discussion will address how long current staff will have to secure certifications (remaining in current classifications with current \$1/hour differential until certified or until the deadline).
  - Once a current staff receives certification, he/she will be reclassified to the new classification (at current step) effective the first pay period after certification and the \$1.00/hour differential will be terminated.
  - Upon the certification deadline, any current staff that has not been certified will be reassigned to a Road Maintenance unit and paid accordingly.
8. Road Maintenance Supervisor. The Department of Public Works agrees to meet with BCTC and the Road Maintenance Supervisors to discuss the specific job duties of that classification.

9. Career Development. The County shares an interest in reviewing career development opportunities for certain assignments within the Utility Worker classification, which is currently represented by AFSCME. Such discussions between the County and BCTC are predicated upon AFSCME's agreement to participate in the process. Should the discussion result in the creation of an apprenticeship program, BCTC agrees to obtain agreement from the trades unions regarding the development of said program.
10. At-Home Telephone Calls. Employees contacted at home by phone to discuss and/or find solutions to problems shall receive pay for all work related telephone calls received after hours that are in excess of six minutes each. The compensation shall be in six-minute increments and will be paid at the appropriate pay rates.

If an employee receives multiple calls within the same day, they shall submit a request in writing to the department head to be compensated at the appropriate pay rates for the total combined number of minutes spent on all of the telephone calls, rounded up to the nearest six-minute increment.

11. Marketing Strategies Committee. By January 15, 2011, Public Works, Human Resources and the Union will establish a Labor/Management committee to develop marketing strategies to encourage increased success in jobs being awarded to the crafts unit. The union may have up to four (4) members on this committee.
12. Modifications to this agreement. During the term of this MOU the following reopeners and meet and confers will apply:
  - 8/1/10 Either party may reopen on Health Benefits, Retiree Health Benefits and Retirement Plans (Limited to Sections 20, and 24)
  - 8/1/11 Either party may reopen on Wages, Health Benefits and Retiree Health Benefits (limited to Sections 5, and 20)
  - 8/1/12 Either party may reopen on Wages, Health Benefits, Retiree Health Benefits and Retirement Plans (limited to Sections 5, 20, and 24)

Effect of Changes in Management Salaries or Benefits

- Any across-the-board changes to salaries or benefits for the Unrepresented Management Unit will trigger a meet and confer with the BCTC bargaining unit immediately following adoption by the Board of Supervisors.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

APPROVED AND ACCEPTED:

For the Building Construction Unit

For the County of San Mateo

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

July 12, 2010

Mr. Bill Pope  
Operating Engineers  
Local Union No. 3  
1654 The Alameda Suite #110  
San Jose, CA 95126  
October 30, 1996

Dear Mr. Pope:

It is the County's policy and goal that all employees shall be treated with respect and dignity. To that end, managers, supervisors, and line employees will each have an obligation of mutual respect.

This shall not prevent a manager or supervisor from providing training or correction to employees and shall not prevent a line employee from responding on their own behalf or offering their personal opinion on the subject under discussion. However, each is expected to do so in a civil manner and without name-calling or demeaning tone. Correction of work performance, when given by a supervisor, shall normally be done in private.

Sincerely,

Donna Vaillancourt  
Human Resources Director

DATE: October 30, 1996

TO: Ed Lieberman, OE3 Business Representative

FROM: George Haines, Manager, Maintenance Division

SUBJECT: Use of Sheriff Work Program Work Crews

Ed, this memo has been updated to reflect the new Maintenance Division Organization. The philosophy of the Maintenance Division is to enhance our different units by utilizing the SWPERS for the less technical and more labor intensive aspects of our projects. This will allow our technical work force to apply their highly developed skills where necessary.

Prior to being assigned SWPERS to utilize on the job site, our workers need to be deputized by the Sheriffs Office.

Currently, SWPERS are assigned to work with either Utility Workers, Craft Workers, and on rare occasions, Stationary Engineers. When assigned to assist any of the above workers the SWPERS may be asked to perform or assist with any of the below tasks including:

- Moving archive boxes, furniture, equipment
- Set up tables and chairs for special functions
- Loading and carrying building materials, tools and equipment
- Digging trenches and post holes, removing broken asphalt and concrete
- Job site preparation including spreading of drop cloths, protection of adjacent work areas or furniture
- Clean up of job site including sweeping, vacuuming, debris removal, and rope off or barricade area
- Simple wall preparation including washing of walls prior to the painters painting the walls
- Providing an extra pair of hands at the other end of the drywall, board, tape measure, banjo plank, conduit, etc.
- Cleaning and sweeping of stairwells
- Hardscape maintenance, e.g., cleaning of sidewalks, driveways, and parking lots
- Landscape maintenance, e.g., mowing, cutting weeds, dead limb removal



When the SWPERS are performing any of the above tasks they are being reasonably supervised by our staff. However, bargaining unit employees are not responsible for the custody of SWPERS nor are they responsible for more than instructing SWPERS to the tasks being assigned them. Bargaining unit members are not responsible for the quality, work efficiency or liability of any work performed by SWPERS. However, the bargaining unit employees are responsible for the overall outcome of the project or job. Certain areas have been identified by departments as off-limits to the SWPERS. These areas usually have confidential records, court documents, and juvenile records. Prior to using SWPERS for a job we check with the affected department to receive permission to use the SWPERS in their area.

Painting within the various Sheriff Detention Facilities throughout the County is accomplished by utilizing the inmates at the specific facility. Painting interior spaces of the main jail and work furlough are prime examples of this activity. While this work is being performed by the inmates, our lead workers provide the instruction and direction to insure the work is performed satisfactorily. At the Sheriff's Honor Camp, the camp inmates perform the maintenance and painting under the direction of the Facilities Supervisor. It is our opinion that these spaces are in a less than desirable area to be working in and coupled with our ever increasing back log of work it makes sense to let the inmates take care of their respective environments in hopes of having them take some responsibility for their actions.

Our intention is to not utilize the SWPERS for technical aspects of a project nor would we assign them work requests to complete on their own without our staff. SWPERS shall not use power tools unless specifically instructed to do so by bargaining unit workers. SWPERS are not being used to displace our county staff but rather to assist in accomplishing the repetitive, unskilled, and physically demanding work that's involved with many of our projects.

If you have any questions please give me a call at (650) 363-4102 and we can set up a meeting.